



SUPERFUND RECORDS

Site: *Q77009 - Dilemma*
 ID #: *1401/480686*
 Break: *11.11*
 Other: *2/14/1946*

0736

WARRANTY DEED

This indenture, made on the 14th day of February, A.D., one thousand nine hundred and forty-six, by and between Paul Childress and Rose Childress, his wife, of Joplin, Missouri, parties of the first part, and Home Land Company, a corporation duly organized under the laws of the State of Delaware, and qualified to do business in the State of Missouri, party of the second part,

Witnesseth: That said parties of the first part, in consideration of the sum of One Dollar and other good and valuable considerations to them in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said party of the second part, its successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Jasper, and State of Missouri, to-wit:

All of lots 70 to 87, both inclusive; lots 96 to 116, both inclusive; lots 118, 119, 122, 123, and lots 141 to 170, both inclusive, in Southmorland acres, an addition to the City of Joplin, Jasper County, Missouri, subject to that certain mining lease made and entered into on July 25, 1944, by and between Missouri Lead and Zinc Company, party of the first part, and W. C. Cox and Ferd Owen, of Joplin, Missouri, parties of the second part, covering the following described real estate in the County of Jasper, State of Missouri, to-wit:

- A. That portion of the northwest quarter of the northeast quarter lying west of Wisconsin Avenue, except the north two hundred feet of such portion.
 - B. That portion of the northwest quarter of the northeast quarter lying east of Wisconsin Avenue and southwest of the Kansas City Southern right-of-way, except the north four hundred fifty feet of such portion.
 - C. That portion of the northeast quarter of the northeast quarter lying southwest of the Kansas City Southern right of way.
 - D. That portion of the southwest quarter of the northeast quarter lying east of Wisconsin Avenue.
 - E. That portion of the southeast quarter of the northeast quarter lying southwest of the Kansas City Southern right of way.
- All of said tracts lying in Section fourteen, township twenty-seven, Range Thirty-three. Wisconsin Avenue as used herein refers to the line of Wisconsin Avenue as the same would be if extended south along the present line of said avenue to the southern-most line of said lands herein demised.

It is understood and agreed that the warranty deed to be delivered by the vendor to the purchaser shall not convey any improvements now upon said premises.

All of said improvements being the property of third persons. This deed is also given subject to easements, if any, of record, and subject to taxes general and special becoming due and payable after December 31, 1945.

To have and to hold the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said party of the second part, and unto its successors and assigns forever, the said Paul Childress and Rose Childress, his wife, hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by them or those under whom they claim; and that Paul Childress and Rose Childress, his wife, will warrant and defend the title of the said premises, unto the said party of the second part, and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

In witness whereof, the said parties of the first part have hereunto set their hands and seal - the day and year first above written.

Paul Childress
 Rose Childress

STATE OF MISSOURI)
COUNTY OF JASPER) ss.

On this 14th day of February, 1946, before me, a Notary Public in and for said County, personally appeared Paul Childress and Rose Childress, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Joplin, in said County and State, the day and year first above written.

My commission expires June 26, 1946.

(SEAL)
Frances R. Murdock
Notary Public

Filed for record the 16th day of February, A.D. 1946, at 9 o'clock 51 minutes A. M.

Edy Harty RECORDER

QUIT-CLAIM DEED

THIS INSTRUMENT, made on the 4th day of February, A.D., One Thousand Nine Hundred and forty-six, by and between Hugh Claycomb and Rose E. Claycomb, his wife, and Winning M. James and R.M. James, her husband, and Sallie E. Claycomb, a single person, of the County of Jasper, and State of Missouri, parties of the First Part, and W. C. Foote and Anna Doll Foote, husband and wife, of the County of Jasper, and State of Missouri, parties of the Second Part:

WITNESSETH, That the said parties of the First Part, in consideration of the sum of One Dollar and other valuable considerations and for other reasons to them paid by the said parties of the Second Part, the receipt of which is hereby acknowledged, do by these presents, Remise, Release and forever Quit-Claim unto the said parties of the Second Part, their heirs and assigns, the following described Lots, Tracts or Parcels of Land, lying, being and situate in the County of Jasper, and State of Missouri, to-wit:

All of Lot 96 in Commercial Club Addition to the City of Joplin.

~~That the said parties of the First Part, in consideration of the sum of One Dollar and other valuable considerations to them paid by the said parties of the Second Part, the receipt of which is hereby acknowledged, do by these presents, Remise, Release and forever Quit-Claim unto the said parties of the Second Part, their heirs and assigns, the following described Lots, Tracts or Parcels of Land, lying, being and situate in the County of Jasper, and State of Missouri, to-wit:~~

TO HAVE AND TO HOLD The same, with all rights, immunities, privileges and appurtenances thereto belonging, unto the said parties of the Second Part, and their heirs and assigns FOREVER; so that neither the said parties of the First Part, nor their heirs, nor any other person or persons for them or in their names or behalf, shall of right hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, The said parties of the First Part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in presence of us
.....
Hugh Claycomb (SEAL)
Rose E. Claycomb (SEAL)
Winning M. James (SEAL)
R. M. James (SEAL)
Sallie E. Claycomb (SEAL)

State of Missouri }
County of Jasper }

On this 6th day of February, 1946, before me, a Notary Public in and for said County, personally appeared Hugh Claycomb and Rose E. Claycomb, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Joplin, in said County and State, the day and year first above written.